

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:

**PEARLAND INVESTMENT
PARTNERS, LLC.,

DEBTOR.**

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CASE NO. 10-37545-H5-11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

**To the Honorable Karen K. Brown,
United States Bankruptcy Judge:**

COMES NOW, Kimberly A. Bartley and the law firm of Waldron & Schneider, L.L.P. and files this Disclosure of Compensation of Attorney for Debtor pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b):

1. The Debtor has retained the services of Kimberly A. Bartley and the law firm of Waldron & Schneider, L.L.P. to represent it in this Chapter 11 case.
2. The Debtor paid to the law firm of Waldron & Schneider, L.L.P. a retainer in the sum of \$4,000.00 plus the filing fee amount of \$1,039.00 or about September 2, 2010. Neither Kimberly A. Bartley nor the law firm of Waldron & Schneider, L.L.P. has received any other funds from any party for representation of this Debtor.
3. The agreement between the parties with regard to how fees will be charged and paid is attached hereto as **Exhibit "A"**.
4. No further fees will be paid by the Debtor or any other party without approval of this Court for services rendered and expenses incurred during the course of this Chapter 11 case. However, after the case is confirmed, the Debtor has agreed to pay to the law firm of Waldron & Schneider, L.L.P. all fees incurred post-confirmation within 30 days of receiving

a bill for same or as otherwise agreed.

5. Neither the law firm of Waldron & Scheider, L.L.P. nor Kimberly A. Bartley has agreed to share any compensation with any party outside the law firm.

I hereby certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the Debtor in this bankruptcy case.

Respectfully submitted,

WALDRON & SCHNEIDER, L.L.P.

/s/Kimberly A. Bartley

Marc H. Schneider

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Kimberly A. Bartley

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ATTORNEY FOR DEBTOR

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September 3, 2010

Pearland Investment Partners, LLC
Attn: Dough Butcher
1200 NASA Parkway, Ste 201
Seabrook, Texas 77586

Re: Retainment of Waldron & Schneider, LLP and Kimberly A. Bartley to
represent Pearland Investment Partners, LLC in Chapter 11 Bankruptcy

Dear Mr. Butcher:

This letter is to serve as our agreement in regard to your retaining Waldron & Schneider, LLP and Kimberly A. Bartley to advise, prepare documents and file on your behalf a Voluntary Chapter 11 pursuant to the provisions of Title 11 of the United States Code more commonly known as the Bankruptcy Code. Our agreement is fully contained in this letter. Any other agreement must be in writing and executed by all parties in order to have any binding effect.

Kimberly A. Bartley has agreed to represent you in your Voluntary Chapter 11 case. This representation will be limited to:

- (1) General advice regarding exemption laws, both federal and state and how they apply to your specific situation;
- (2) General advice regarding possible causes of action that might arise ancillary to the bankruptcy case;
- (3) General advice regarding the preparation of schedules and statement of affairs, plan of arrangement and other documents to be filed with the Court;
- (4) Preparation of the voluntary petition, schedules, statement of affairs and other documents necessary for the filing of your Voluntary Chapter 7 case;
- (5) Response to general inquiries of creditors and other parties in interest in your bankruptcy case; and
- (6) Attending the creditors' meeting with you and cooperating with requests by the Trustee for additional information insofar as such information is available and furnished by you.

You, in turn, have agreed to pay to Waldron & Schneider, L.L.P. as a retainer for the above-referenced services the amount of \$5,000.00 plus the filing fee of \$1,039.00. The retainer will be

* ATTORNEY CERTIFIED BY THE TEXAS BOARD OF LEGAL SPECIALIZATION IN BUSINESS BANKRUPTCY LAW

September 3, 2010

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placed in our trust account and used first to pay all legal fees and expenses incurred prior to the filing of the Chapter 11. After the case is filed, no further fees or expenses will be paid without an order from the bankruptcy court so long as the case remains on file as a Chapter 11. Upon depletion of the \$5,000.00 retainer, you agree to pay all outstanding amounts due and owing on a monthly basis. If payment out outstanding invoices is not made pursuant to the terms of this agreement, you agree that Waldron & Schneider, LLP may withdraw as your counsel. After the case is finished, any balance remaining on hand in our trust account after payment of all outstanding fees and expenses will be refunded. Hourly rates range from \$100.00 to \$300.00 per hour.

The filing of this voluntary case is to try to provide additional time to work out a resolution with Community National Bank. During the Chapter 11, Pearland Investment Partners, LLC will be required to pay a quarterly fee to remain in bankruptcy. The fee is determined by the amount of money disbursed by the company during each quarter. Most of our Chapter 11 clients pay approximately \$750.00 per quarter.

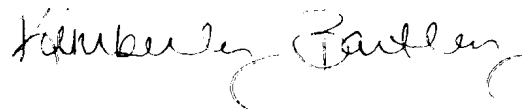
By execution of this letter agreement you are representing to me that all information that you have furnished to me for inclusion in the schedules and statement of affairs is true and correct. If you fail to list a creditor then that debt will not be discharged. Also, if you fail to disclose all of your assets you could be charged with a Bankruptcy Crime.

A duplicate original of this letter agreement is enclosed herein for your signature. By signature of this letter agreement, you are representing that you have read the entire agreement, and that you have no questions regarding the meaning of same.

After you have executed the agreement, please return one copy to me for my records. It is a pleasure to be of service to you.

Very truly yours

WALDRON & SCHNEIDER, LLP



Kimberly A. Bartley

AGREED:



Doug Butcher, Representative of Pearland
Investment Partners, LLC, Debtor